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**TRANSMITTAL  
FORM**

(To be used for all correspondence  
after initial filing)



Application Number	09/872,539
Filing Date	June 1, 2001
First Named Inventor	Mitchell T. Berg
Group Art Unit	2151
Examiner Name	
Attorney Docket No.	120073.430

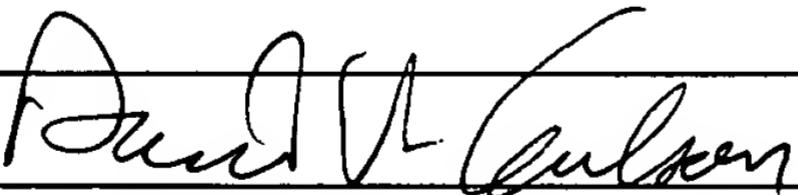
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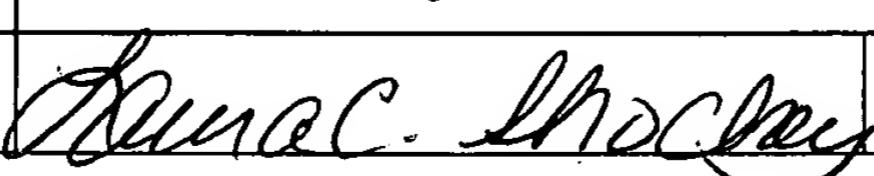
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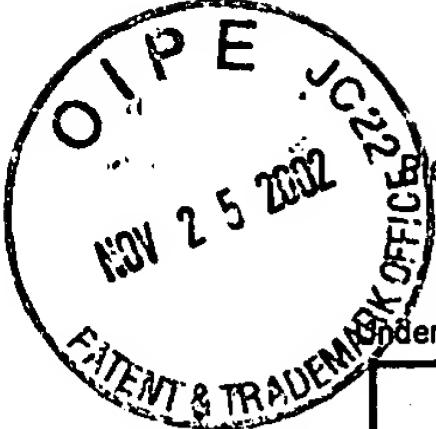
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ENCLOSURES (check all that apply)		
<input type="checkbox"/> Fee Transmittal Form	<input type="checkbox"/> Assignment Papers (for an Application)	<input type="checkbox"/> CD(s), Number of CD(s)
<input type="checkbox"/> Fee Attached	<input type="checkbox"/> Drawing(s)	<input type="checkbox"/> After Allowance Communication to Group
<input type="checkbox"/> Amendment/Response	<input type="checkbox"/> Request for Corrected Filing Receipt	<input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input type="checkbox"/> After Final	<input type="checkbox"/> Licensing-related Papers	<input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> Affidavits/declaration(s)	<input type="checkbox"/> Petition	<input type="checkbox"/> Proprietary Information
<input type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Petition to Convert to a Provisional Application	<input type="checkbox"/> Status Letter
<input type="checkbox"/> Express Abandonment Request	<input checked="" type="checkbox"/> Power of Attorney, Revocation, Change of Correspondence Address	<input checked="" type="checkbox"/> Return Receipt Postcard
<input type="checkbox"/> Information Disclosure Statement; Form PTO-1449	<input type="checkbox"/> Declaration	<input type="checkbox"/> Additional Enclosure(s) (please identify below):
<input type="checkbox"/> Cited References	<input checked="" type="checkbox"/> Statement under 37 CFR 3.73(b)	<hr/> <hr/> <hr/>
<input type="checkbox"/> Certified Copy of Priority Document(s)	<input type="checkbox"/> Terminal Disclaimer	
<input type="checkbox"/> Response to Missing Parts under 37 C.F.R. 1.52 or 1.53	<input type="checkbox"/> Small Entity Statement	
<input type="checkbox"/> Response to Missing Parts/Incomplete Application	<input type="checkbox"/> Request for Refund	

Remarks

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT		
Individual Name	David V. Carlson	 <b>00500</b> <small>PATENT TRADEMARK OFFICE</small>
Signature		
Date	November 18, 2002	

CERTIFICATE OF MAILING		
I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231 on the date specified below.		
Typed or printed name	Laura C. Shockley	
Signature		Date: November 18, 2002



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PTO/SB/82 (10-00)

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**REVOCATION OF POWER  
OF ATTORNEY OR  
AUTHORIZATION OF AGENT**

Application Number	09/872,539
Filing Date	June 1, 2001
First Named Inventor	Mitchell T. Berg
Group Art Unit	2151
Examiner Name	
Attorney Docket Number	120073.430

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

A Power of Attorney or Authorization of Agent is submitted herewith.

**AND**

Please change the correspondence address for the above-identified application.

Customer Number



00500

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**OR**

PATENT TRADEMARK OFFICE

<input type="checkbox"/> Firm or Individual Name				
Address				
Address				
City				
Country	State		ZIP	
Telephone	Fax			

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

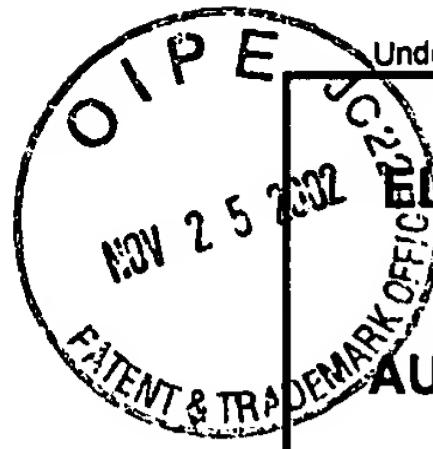
Name	Robert C. Bateman
Signature	
Date	11/6/02

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

\*Total of \_\_\_\_\_ forms are submitted.

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, Washington, DC 20231.

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**ELECTION AND POWER OF  
ATTORNEY OR  
AUTHORIZATION OF AGENT**

Application Number	09/872,539
Filing Date	June 1, 2001
First Named Inventor	Mitchell T. Berg
Group Art Unit	
Examiner Name	
Attorney Docket Number	120073.430

I hereby appoint:

 Practitioners at Seed IP Law Group PLLC

OR

 Practitioner(s) named below:

Name	Registration Number



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as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:

 The above-mentioned Customer Number.

OR

<input type="checkbox"/> Firm or Individual Name				
Address				
Address				
City	State		ZIP	
Country				
Telephone	Fax			

I am the:

 Applicant/Inventor. Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

 As assignee of record of the entire interest I/we hereby elect, under 37 C.F.R. § 3.71, to prosecute the application to the exclusion of the inventor.**SIGNATURE of Applicant or Assignee of Record**

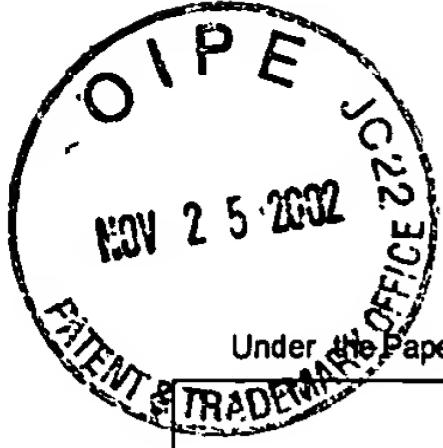
Name	Robert C. Bateman
Signature	
Date	11/6/02

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

 \*Total of \_\_\_\_\_ forms are submitted.

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323411 [01-14-01]

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Mitchell T. BergApplication No./Patent No.: 09/872,539 Filed/Issue Date: June 1, 2001Entitled: METHOD AND SYSTEM FOR COMMUNICATING AN INFORMATIONPACKET AND IDENTIFYING A DATA STRUCTURELibra Networks, Inc.

(Name of Assignee)

Corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

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states that it is:

- the assignee of the entire right, title, and interest; or
- an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel       , Frame       , or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Mitchell T. Berg To: Berg-Evans, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel 012086, Frame 0580, or for which a copy thereof is attached

2. From: Berg-Evans, Inc. To: REBA Technologies, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel 012629, Frame 0323, or for which a copy thereof is attached

3. From: Mitchell T. Berg To: REBA Technologies, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel 012942, Frame 0454, or for which a copy thereof is attached.

 Additional documents in the chain of title are listed on a supplemental sheet. Copies of assignments or other documents in the chain of title noted in B above are attached.

**[NOTE:** A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.8.]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

11/6/02

Date

Robert C. Bateman

Typed or printed name

Robert C. Bateman

Signature

Vice President and Chief Financial Officer

Title

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Mitchell T. BergApplication No./Patent No.: 09/872,539 Filed/Issue Date: June 1, 2001Entitled: METHOD AND SYSTEM FOR COMMUNICATING AN INFORMATION  
PACKET AND IDENTIFYING A DATA STRUCTURELibra Networks, Inc.

(Name of Assignee)

a Corporation(Type of Assignee, e.g., corporation, partnership,  
university, government agency, etc.)

B. Continued.

A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

4. From: REBA Technologies, Inc. To: Libra Networks, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel       , Frame       , or for which a copy thereof is attached.

Copies of assignments or other documents in the chain of title noted in B above are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

11/6/02

Date

Robert C. Bateman

Typed or printed name

Robert C. Bateman

Signature

Vice President and Chief Financial Officer

Title

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, Washington, DC 20231.



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RECORDATION DATE: 08/14/2001

REEL/FRAME: 012086/0580

NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:

BERG, MITCHELL T.

DOC DATE: 01/12/2001

ASSIGNEE:

BERG-EVANS, INC.  
508 NEWHALL COVE  
AUSTIN, TEXAS 78746

SERIAL NUMBER: 09873018  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 09873019  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 09872376  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 09872329  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

012086/0580 PAGE 2

SERIAL NUMBER: 09872332  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 09872372  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 09872539  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 09872081  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 60257456  
PATENT NUMBER:

FILING DATE: 12/21/2000  
ISSUE DATE:

JEFFREY OLSEN, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

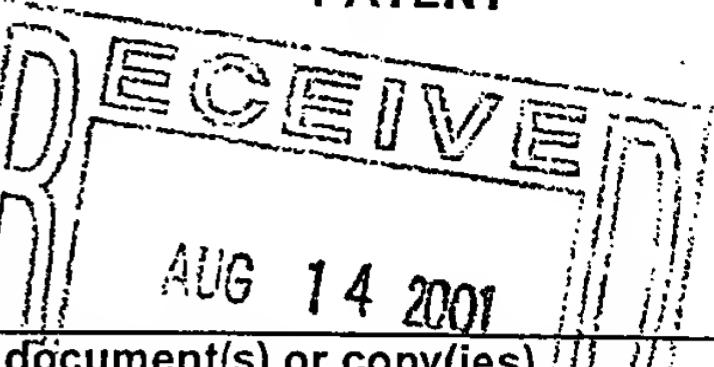
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Patent and Trademark Office  
**PATENT**



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R el # <input type="text"/>	Frame # <input type="text"/>
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Frame # <input type="text"/>	

**Conveyance Type**

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<input type="checkbox"/> Merger	<input type="checkbox"/> Other <input type="text"/>
<b>U.S. Government</b> (For Use ONLY by U.S. Government Agencies)	
<input type="checkbox"/> Departmental File	<input type="checkbox"/> Secret File

**Conveying Party(ies)**

Mark if additional names of conveying parties attached      Execution Date  
Month Day Year  
01/12/2001

Name (line 1)  Mitchell T. Berg

Name (line 2)

**Second Party**

Name (line 1)       Execution Date  
Month Day Year

Name (line 2)       Execution Date  
Month Day Year

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Mark if additional names of receiving parties attached

Name (line 1) <input type="text"/> Berg-Evans, Inc.	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)		
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Address (line 1) <input type="text"/> 508 Newhall Cove			
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**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

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Address (line 1) <input type="text"/>
Address (line 2) <input type="text"/>
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08/22/2001 GTDN11 00000171 09873018

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Correspondent Name and Address**

Area Code and Telephone Number **512/867-8458**

Name **Michael A. Davis, Jr.**

Address (line 1) **Haynes and Boone, LLP**

Address (line 2) **600 Congress Avenue, Suite 1600**

Address (line 3) **Austin, Texas 78701-3236**

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. **#** **5**

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

**09/873018** **09/872329** **09/872539**

**09/873019** **09/872332** **09/872081**

**09/872376** **09/872372** **60/257,456**

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month  Day  Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number

PCT  PCT  PCT

only if a U.S. Application Number

PCT  PCT  PCT

has not been assigned.

**Number of Properties**

Enter the total number of properties involved. **#** **9**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): **\$ 360.00**

Method of Payment:  
Deposit Account

Enclosed  Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

**#** **08-1394**

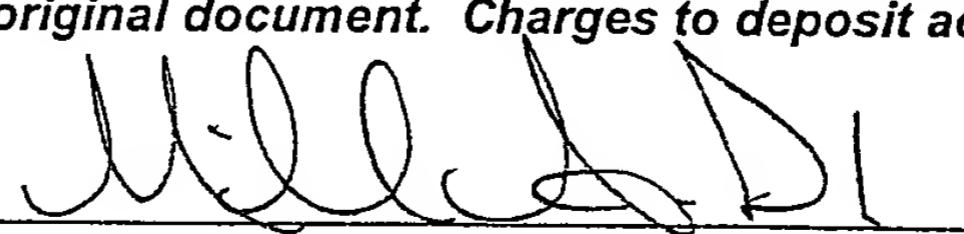
Authorization to charge additional fees:

Yes  No

**Statement and Signature**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

Michael A. Davis, Jr.



**8-10-2001**

Name of Person Signing

Signature

Date

## INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT ("Agreement") is entered into as of January 12, 2001 ("Effective Date"), by and between Mitchell T. Berg ("Founder") and Berg-Evans, Inc., a Delaware corporation ("Company").

### RECITALS

WHEREAS, Founder has performed certain activities to form Company;

WHEREAS, Founder has certain Intellectual Property Rights and Material, as defined below;

WHEREAS, Founder and others have formed and jointly own Company, which is to own the Intellectual Property Rights and Material defined below and is to conduct the Business defined below based upon such Intellectual Property Rights and Material;

WHEREAS, Founder wishes to assign (to Company) Founder's entire right, title and interest in and to certain Intellectual Property Rights and Material; and

NOW, THEREFORE, for good and valuable consideration, including the foregoing premises, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

### ARTICLE I

#### Transfer

##### 1.1 Assignment. Founder does hereby, without reservation, irrevocably:

(a) sell, assign, grant, transfer and convey to Company (and its successors and assigns) Founder's entire right, title and interest (past, present, future, and throughout the world) in and to (i) the Business IP and (ii) any and all claims, of any nature whatsoever, for past, present or future infringement or violation of the Business IP; provided however that, to the extent permitted by applicable law, if all or any portion of the Business IP includes a work of authorship created by Founder during Founder's employment or engagement by Company, either solely or jointly with another, such work of authorship shall automatically be deemed to be created as a "work made for hire" (as defined in the United States Copyright Act (17 U.S.C. et seq.)) that is owned solely by Company;

(b) represent, warrant and covenant that Founder forever waives all Moral Rights in the Business IP and shall never assert any Moral Right in the Business IP; and

(c) acknowledge and agree that Founder shall have no license, sublicense, right or immunity, either directly, indirectly, or by implication, estoppel or otherwise, under all or any part of the Business IP.

"Business" shall mean the Company's business as presently conducted or as contemplated to be conducted by the Company (e.g. including but not limited to the design, development, manufacturing, use, marketing, distribution, licensing or sale of the products and technology and services, irrespective of whether current or under development, as described in the Patent Application).

**“Business IP”** shall mean Intellectual Property Rights and Material that are used or contemplated to be used in or by, or necessary to the operation or conduct of, the Business.

**“Intellectual Property Rights”** shall mean any patent, trade secret, confidential Material, know-how, show-how, maskwork right, copyright (e.g. including but not limited to any Moral Right), trademark, service mark, domain name, and any other intellectual property protection and intangible legal rights and interests, of any one or more countries, including for example but not limited to (a) any publicity or privacy right, (b) any utility model or application therefor, (c) any industrial model or application therefor, (d) any certificate of invention or application therefor, (e) any application for patent, including for example but not limited to any provisional, divisional, reissue, reexamination or continuation application, (f) any substitute, renewal or extension of any such application, and (g) any right of priority resulting from the filing of any such application.

**“Material”** shall mean: (a) any work of authorship, idea, procedure, process, system, method, concept, principle, discovery, invention, art, machine, manufacture, composition of matter, material, improvement, formula, pattern, device, compilation, information, list, article, code, matter, program, technique, apparatus, algorithm, design, circuitry, hardware, firmware, software and data, irrespective of whether patentable or copyrighted or neither, and (b) any portion, copy and extract of such Material, irrespective of whether in tangible or intangible form, and irrespective of media.

**“Moral Rights”** shall mean (a) any right of paternity or integrity, (b) any right to claim authorship or require authorship identification, (c) any right to object to distortion, mutilation or other modification of, or other derogatory action in relation to, a work of authorship, and (d) any similar right existing under judicial or statutory law of any country or under any treaty, irrespective of whether such right is generally referred to as a “moral right”.

**“Patent Application”** shall mean the patent application (attached hereto) that was filed on December 21, 2000 with Mitchell T. Berg as inventor, which is hereby incorporated by reference into this Agreement.

**1.2 Authorization.** Founder does hereby, without reservation, irrevocably authorize Company and its successors, assigns, nominees, representatives and designees to apply, in Company’s own name, for any and all Intellectual Property Rights that may cover (or be available in, or result from, or be granted pursuant to) the Business IP, and to claim any and all rights of priority without further authorization from Founder so that such Intellectual Property Rights issue in the name of Company or its successors or assigns.

**1.3 Cooperation.** Founder represents, warrants and covenants that Founder shall (at Company’s sole expense for Founder’s reasonable actual fees and expenses), during and after the term of this Agreement, in every way cooperate and do everything that Company or any one or more of its successors, assigns, nominees, representatives and designees may reasonably consider necessary or appropriate to assist Company and its successors, assigns, nominees, representatives and designees to prepare and make filings in any and all countries to apply for, prosecute, register, evidence, defend, obtain, hold, secure, vest title to, protect, perfect, maintain, uphold and enforce any and all Intellectual Property Rights that may cover (or be available in, or result from, or be granted pursuant to) the Business IP.

Such cooperation includes for example but is not limited to: (a) promptly communicating to Company and its successors, assigns, nominees, representatives and designees any Material relating to creation, preparation, conception, reduction to practice, invention or discovery of any one or more of the Business IP; (b) testifying and rendering prompt assistance and cooperation in any and all legal proceedings (e.g. including but not limited to any opposition, cancellation proceeding, interference proceeding, priority contest, public use proceeding, reexamination proceeding, and court proceeding) involving any one or more of the Business IP; and (c) executing, verifying and delivering any and all assignments, oaths, declarations, powers of attorney, and other instruments and documents.

**1.4 Power of Attorney.** If Founder fails or refuses to execute any such assignment, oath, declaration, power of attorney, instrument or document, Founder hereby designates and appoints Company (and its successors and assigns) as Founder's true and lawful agent and attorney-in-fact (such agency and power of attorney being irrevocable by Founder and coupled with an interest in favor of Company and its successors and assigns), with full power of substitution, to act for Founder and in Founder's behalf to do any lawfully permitted act in furtherance of the purposes of Sections 1.1(a), 1.2 and 1.3 (e.g. including but not limited to executing, verifying and filing such assignments, oaths, declarations, powers of attorney, and other instruments and documents) in Founder's name and stead but on behalf of and for the benefit of Company and its successors and assigns, with the same legal force and effect as if Founder performed such act, irrespective of whether in Founder's name or Company's name or otherwise.

## ARTICLE II

### Warranties

**2.1 Founder's Representation and Warranty.** Founder represents, warrants and covenants to Company that, to Founder's knowledge:

(a) each and every portion of the Business IP (except to the extent incorporating Material originating from Company) shall neither infringe nor violate any one or more Intellectual Property Rights of Founder or any one or more non-parties; and

(b) in the performance of activities under this Agreement, all Material (except to the extent originating from Company) used by Founder, or disclosed by Founder to Company, or brought by Founder onto Company's premises shall neither infringe nor violate any one or more Intellectual Property Rights of Founder or any one or more non-parties.

**2.2 Founder's Obligations.** Founder represents, warrants and covenants that:

(a) Company neither does nor will owe any fee, payment, royalty or commission to any non-party as a result of Founder's execution, delivery and performance of this Agreement;

(b) Founder has full power and authority to enter into this Agreement, to satisfy all of Founder's obligations, representations, warranties and covenants under this Agreement, and to assign and grant all rights assigned or granted to Company under this Agreement;

(c) Founder's execution, delivery and performance of this Agreement does not and shall not conflict with Founder's past, present and future agreements (and obligations, representations, warranties and covenants), oral or written, with any non-party; and

(d) Founder shall not at any time do or cause to be done any act or thing which may materially adversely affect any right of Company in and to the Business IP.

## ARTICLE III

### Miscellaneous

**3.1 Governing Law.** Notwithstanding anything to the contrary in this Agreement, this Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws.

**3.2 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of any party; provided however that Founder shall not, without the prior written consent of Company, assign or transfer this Agreement or any obligation incurred under this Agreement. Any attempt by Founder to assign or transfer this Agreement or any obligation incurred under this Agreement, in contravention of this paragraph, shall be void and of no force and effect. Notwithstanding anything to the contrary in this Agreement, Company may assign this Agreement, without Founder's consent, to any non-party.

**3.3 Notices.** All notices by a party under this Agreement shall be (a) in writing, (b) addressed to the other party at the address set forth below (or as expressly designated by such other party in a subsequent effective written notice referring specifically to this Agreement), (c) sent in a manner requiring a signed receipt, such as courier delivery, Federal Express delivery, or registered (or certified) mail, return receipt requested, and (d) deemed effective upon receipt.

#### If to Founder:

Mitchell T. Berg  
435 10<sup>th</sup> avenue  
Kirkland, Washington 98033

#### If to Company:

Berg-Evans, Inc.  
508 Newhall Cove  
Austin, Texas 78746

**3.4 Counterparts.** This Agreement may be signed in multiple counterparts, and each such duly signed counterpart shall be deemed to be an original copy of this Agreement, provided however that each party shall receive a counterpart fully signed by the other party.

**3.5 Headings.** Titles and headings of paragraphs and sections within this Agreement are provided merely for convenience and shall not be used or relied upon in construing this Agreement or the parties' intentions with respect thereto.

**3.6 Waivers.** Company shall not be required to give notice to enforce strict adherence to all provisions of this Agreement. No breach or provision of this Agreement shall be deemed waived, modified or excused by Company, unless such waiver, modification or excuse is in writing and signed by an authorized officer of Company. The failure by or delay of Company in enforcing or exercising any of its rights under this Agreement shall (a) not be deemed a waiver, modification or excuse of such right or of any breach of the same or different provision of this Agreement, and (b) not prevent a subsequent enforcement or exercise of such right. Company shall be entitled to fully enforce Founder's covenants and promises contained herein, notwithstanding the existence of any claim or cause of action by Founder against Company under this Agreement or otherwise.

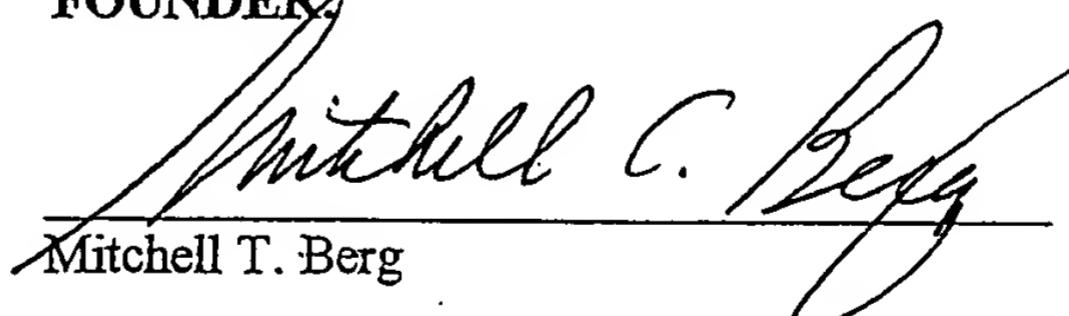
**3.7 Severability.** The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Founder acknowledges and agrees that each covenant and promise contained herein is a separate obligation independently supported by good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged. Accordingly, if a court of competent jurisdiction determines that the scope and/or operation of any provision of this Agreement is unenforceable as written, then Company and Founder intend that the court should reform such provision (e.g. to a narrower scope and/or operation) as it determines to be enforceable. If, however, any provision of this Agreement is held to be unenforceable under present or future law, and not subject to reformation, then (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such provision was never a part of this Agreement, and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by unenforceable provisions or by their severance.

**3.8 Cumulative Rights.** All rights and remedies specified herein are cumulative and are in addition to, not in limitation of, any rights or remedies the parties may have at law or in equity, and all such rights and remedies may be exercised singularly or concurrently.

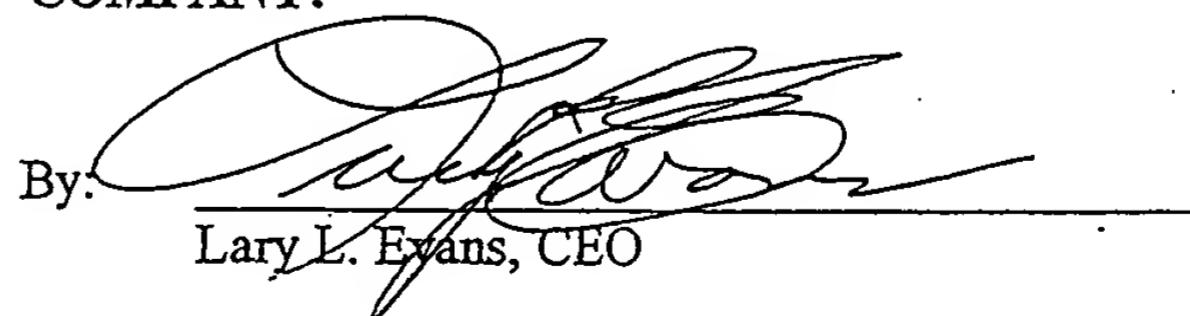
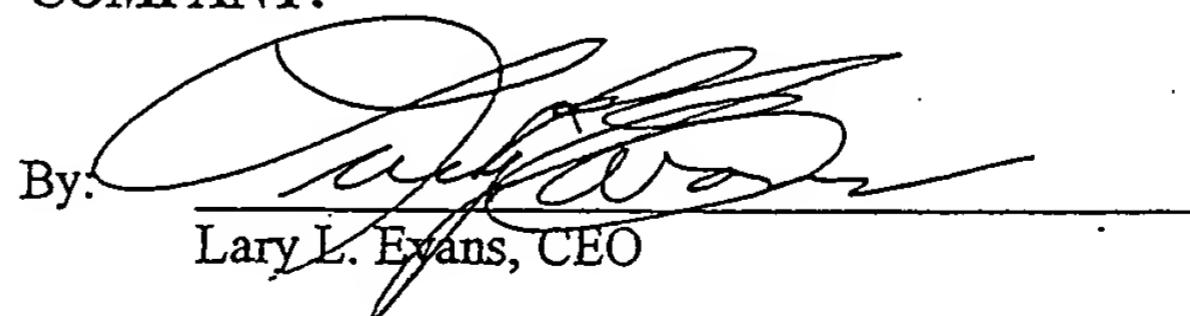
**3.9 Liabilities.** Under this Agreement, Founder shall not transfer, and Company shall not assume, any liabilities whatsoever.

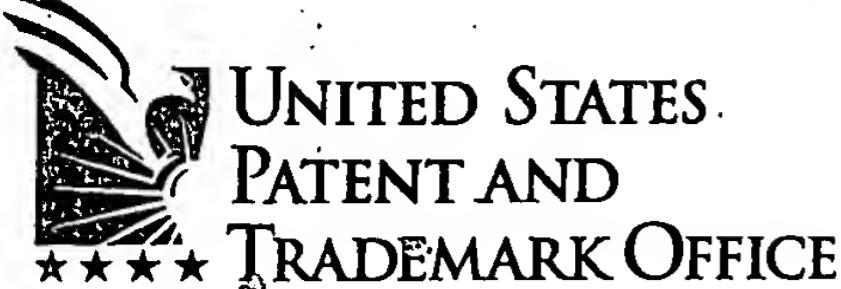
IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf as of the Effective Date, notwithstanding any later date set forth below.

**FOUNDER:**

  
Mitchell T. Berg

**COMPANY:**

  
By:   
Lary L. Evans, CEO



APRIL 29, 2002

PTAS

HAYNES AND BOONE, LLP  
MICHAEL A. DAVIS, JR.  
600 CONGRESS AVENUE, SUITE 1600  
AUSTIN, TEXAS 76701-3236

Commissioner for Trademarks  
Arlington, VA 22202-3513  
[www.uspto.gov](http://www.uspto.gov)



\*102005530A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/19/2002

REEL/FRAME: 012629/0323  
NUMBER OF PAGES: 5

BRIEF: CHANGE OF NAME (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BERG-EVANS, INC.

DOC DATE: 04/02/2001

ASSIGNEE:

REBA TECHNOLOGIES, INC.  
508 NEWHALL COVE  
AUSTIN, TEXAS 78746

SERIAL NUMBER: 09873018  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 09872329  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 09872539  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 09873019  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

012629/0323 PAGE 2

SERIAL NUMBER: 09872376  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 09872372  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 09872081  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 09872332  
PATENT NUMBER:

FILING DATE: 06/01/2001  
ISSUE DATE:

SERIAL NUMBER: 60257456  
PATENT NUMBER:

FILING DATE: 12/21/2000  
ISSUE DATE:

JACQUELINE MOORE, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS



03-07-2002



Form PTO-1595  
(Rev. 02/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings   

102005530

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Berg-Evans, Inc.

## 2. Name and address of receiving party(ies)

Name: REBA Technologies, Inc.

RECEIVED

Additional name(s) of conveying party(ies) attached?  Yes  No

## 3. Nature of conveyance:

 Assignment Merger Security Agreement Change of Name Other \_\_\_\_\_

Technology Center 2100

Street Address: 508 Newhall Cove

Execution Date: April 2, 2001

City: Austin State: Texas Zip: 78746

Additional name(s) & address(es) attached?  Yes  No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 09/873018,  
09/872329, 09/872539, 09/873019,  
09/872376, 09/872372, 09/872081,  
09/872332, 60/257456

## B. Patent No.(s)

Additional numbers attached?  Yes  No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. Davis, Jr.

6. Total number of applications and patents involved:  9

Internal Address: Haynes and Boone, LLP

7. Total fee (37 CFR 3.41).....\$  360.00 Enclosed Authorized to be charged to deposit account

Street Address: 600 Congress Avenue, Suite 1600

## 8. Deposit account number:

08-1394

(Attach duplicate copy of this page if paying by deposit account)

## DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael A. Davis, Jr.

Name of Person Signing

Signature

01/30/2002

Date

Total number of pages including cover sheet, attachments, and documents:  5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

03/06/2002 AAHMED1 00000135 09873018

360.00 PP

CUSTOMER NO. 000027685

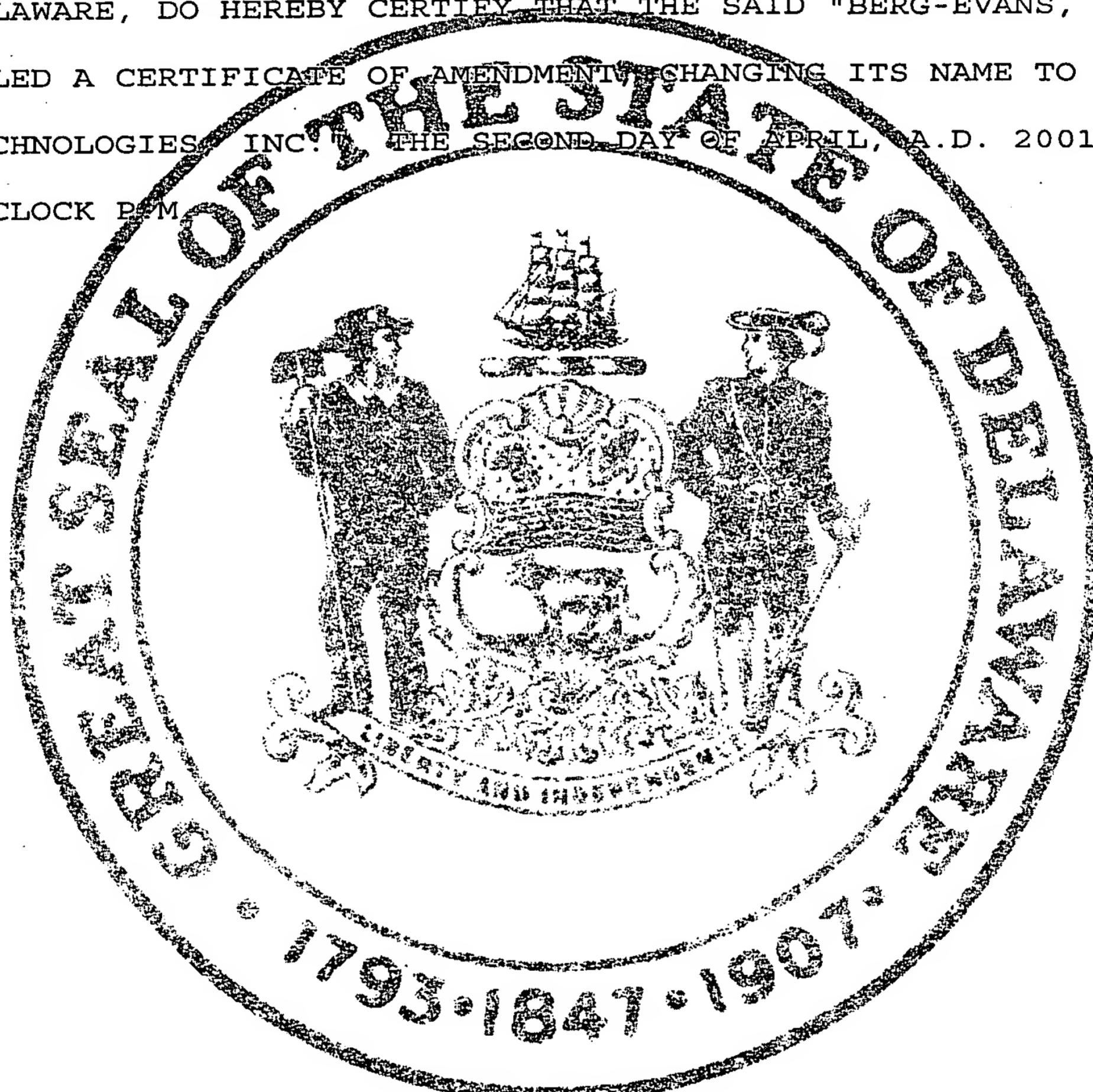
DOCKET NO.:29820.6-13,4

a01262581

*State of Delaware*  
*Office of the Secretary of State*

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "BERG-EVANS, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "REBA TECHNOLOGIES, INC.", THE SECOND DAY OF APRIL, A.D. 2001, AT 4 O'CLOCK P.M.



Harriet Smith Windsor  
Harriet Smith Windsor, Secretary of State

3342325 8320

010389394

AUTHENTICATION: 1287847

DATE: 08-09-01

*State of Delaware*  
*Office of the Secretary of State* PAGE 1

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I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "BERG-EVANS, INC.", CHANGING ITS NAME FROM "BERG-EVANS, INC." TO "REBA TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE SECOND DAY OF APRIL, A.D. 2001, AT 4 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor  
Harriet Smith Windsor, Secretary of State

3342325 8100

AUTHENTICATION: 1061062

010161121

DATE: 04-03-01

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION**

Berg-Evans, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"),

**DOES HEREBY CERTIFY:**

**FIRST:** That this corporation was originally incorporated on January 10, 2001, pursuant to the General Corporation Law of the State of Delaware (the "General Corporation Law").

**SECOND:** That the Company's Certificate of Incorporation is amended by deleting in its entirety existing ARTICLE I and inserting in lieu thereof a new ARTICLE I, reading as follows:

**"ARTICLE I**

The name of the corporation is REBA Technologies, Inc."

**THIRD:** The foregoing amendment was approved by the holders of all shares of the Corporation in accordance with Section 228 of the General Corporation Law.

\*\*\*\*\*

a-111326.1

**STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 04:00 PM 04/02/2001  
010161121 - 3342325**

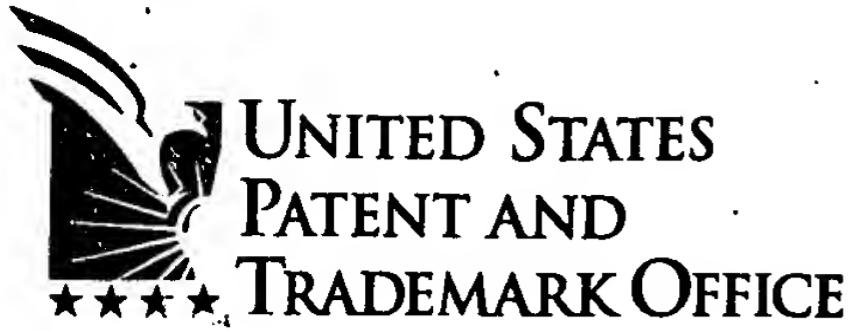
IN WITNESS WHEREOF, this Certificate of Amendment of Certificate of Incorporation  
has been signed by the President of the Corporation this 15th day of March, 2001.

BERG-EVANS, INC.  
(to be renamed hereby  
REBA TECHNOLOGIES, INC.)



By:

Larry L. Evans  
President and Treasurer



1200

30

DRC

AUGUST 01, 2002

PTAS

HAYNES AND BOONE, LLP  
MICHAEL A. DAVIS, JR.  
600 CONGRESS AVENUE, SUITE 1600  
AUSTIN, TX 78701

Chief Information Officer  
Washington, DC 20231  
[www.uspto.gov](http://www.uspto.gov)



\*102111193A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/03/2002

REEL/FRAME: 012942/0454  
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BERG, MITCHELL T.

DOC DATE: 03/18/2002

ASSIGNEE:

REBA TECHNOLOGIES, INC.  
508 NEWHALL COVE  
AUSTIN, TEXAS 78746

SERIAL NUMBER: 09872539

FILING DATE: 06/01/2001  
ISSUE DATE:

PATENT NUMBER:

SHARON BROOKS, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

RECEIVED

AUG 16 2002

SEED INTELLECTUAL PROPERTY  
LAW GROUP PLLC

06-05-2002



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(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings   

102111193

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Mitchell T. Berg

6-3-02

## 2. Name and address of receiving party(ies)

Name: REBA Technologies, Inc.

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

## 3. Nature of conveyance:

 Assignment Merger Security Agreement Change of Name Other \_\_\_\_\_

Street Address: 508 Newhall Cove

City: Austin State: Texas Zip: 78746

Execution Date: 03/18/2002

Additional name(s) & address(es) attached?  Yes  No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No.(s)

09/872,539

## B. Patent No.(s)

Additional numbers attached?  Yes  No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. Davis, Jr.

Internal Address: Haynes and Boone, LLP

6. Total number of applications and patents involved:  1

7. Total fee (37 CFR 3.41).....\$ 40.00

 Enclosed Authorized to be charged to deposit account

Street Address: 600 Congress Avenue, Suite 1600

City: Austin State: Texas Zip: 78701

## 8. Deposit account number:

08-1394

(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PUBLIC RECORDS  
FINANCIAL SECTION  
7-18-2002  
1:15 PM - 3 PM

## DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael A. Davis, Jr.

Name of Person Signing

Signature

5-16-2002

Date

Total number of pages including cover sheet, attachments, and documents:  2

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

06/05/2002 6T0H11 00000017 09872539

01 FC:581

40.00 0P

a-130951.1

CUSTOMER NO. 000027683

DOCKET NO.: 29820.8

## ASSIGNMENT

WHEREAS, I,

(1) **Mitchell T. Berg** **City of Kirkland**  
**State of Washington**

**has invented certain improvements in a**

# METHOD AND SYSTEM FOR COMMUNICATING AN INFORMATION PACKET AND IDENTIFYING A DATA STRUCTURE

and executed a United States patent application no. 09/872,539 filed on June 1, 2001.

WHEREAS, REBA Technologies, Inc., a Delaware corporation having a place of business at 508 Newhall Cove, Austin, Texas 78746 (hereinafter called REBA), desires to acquire the entire right, title and interest in the application and invention, and to any United States and foreign patents to be obtained therefor;

NOW, THEREFORE, for a valuable consideration, receipt whereof is hereby acknowledged, I, the above named, hereby sell, assign, and transfer to REBA, its successors and assigns, the entire right, title, and interest in the application and invention therein disclosed for the United States and foreign countries, to and under the said improvements, and the said application and all divisional, renewals, continuing applications thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I request the Commissioner of Patents to issue any Letters Patent granted upon the invention set forth in the application to REBA its successors and assigns; and I hereby agree that REBA may apply for foreign Letters Patent on the invention.

Signed by:

Mitchell T. Berg

3/18/2002

Date \_\_\_\_\_

**Accepted and acknowledged:**  
**REBA Technologies, Inc.**

By:   
Larry L. Evans, CEO

## RECORDATION FORM COVER SHEET

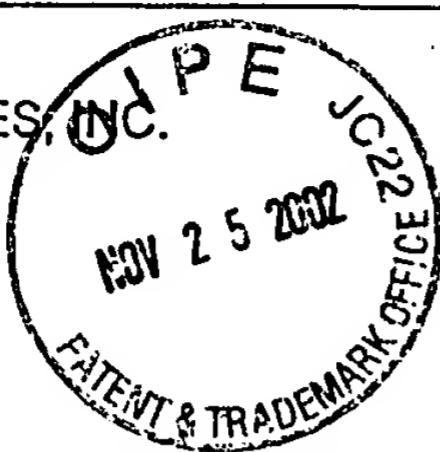
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

## PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

## 1. Name of conveying party:

1) REBA TECHNOLOGIES, INC.  
2)  
3)  
4)  
5)  
6)

Additional names of conveying parties attached?  Yes  No

## 2. Name and address of receiving party:

Name: LIBRA NETWORKS, INC.

**RECEIVED**

Internal Address:

NOV 27 2002

Technology Center 2100

Street Address: 5020 148TH AVENUE NE

City: REDMOND State WA

Zip: 98052

Additional names & addresses attached?  Yes  No

## 4. Application number(s) or registration number(s):

If this document is being filed together with a new application,  
the filing date of the application is \_\_\_\_\_

## A. Patent Application No(s).

60/257,456  
09/873,018  
09/872,329

## B. Patent No(s).

Additional numbers attached?

 Yes  No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Seed Intellectual Property Law Group PLLC

Internal Address: DAVID V. CARLSON

Street Address: 701 Fifth Avenue, Suite 6300

City: Seattle State: WA ZIP: 98104-7092

6. Total number of applications and patents involved..... 97. Total Fee (37 CFR 3.41): ..... \$360 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

19-1090

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

DAVID V. CARLSON

Name of Person Signing

Signature

Oct. 4, 2002

Date

Total number of pages including cover sheet, attachments, and document: 6

**PATENTS ONLY**

**Continuation**

1. Additional name(s) of conveying party(ies):

2. Additional name(s) and addresses of receiving party(ies):

3. Execution date(s)

4. A. Additional Patent Application No.(s):

09/872,539

09/873,019

09/872,376

09/872,372

09/872,332

09/872,081

B. Additional Patent No.(s):

PATENT ASSIGNMENT

This Assignment is made by REBA Technologies, Inc., a Delaware corporation, having a principal place of business at 508 Newhall Cove, Austin, Texas 78746 ("Assignor").

WHEREAS, Assignor has an ownership interest in certain new and useful inventions evidenced by certain patent applications set forth in Exhibit A hereto (together with any and all patents that may issue or be granted from such patent applications, the "Patents"); and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said Patents in the United States and throughout the world.

NOW, THEREFORE, in accordance with the obligations to assign the Patents and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Libra Networks, Inc., a Washington corporation, having a principal place of business at 5020 148th Avenue North East, Redmond, WA 98052 ("Assignee"), the entire right, title, and interest in and to said Patents in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, it will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said Patents in the United States and throughout the world.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and of all foreign countries to issue any patents granted for the patent applications described in Exhibit A, whether subsequently filed or otherwise, to Assignee, its successors and assigns, as the assignee of the entire interest in said Patents.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has executed this Patent Assignment on the dates provided below.

## ASSIGNOR:

REBA TECHNOLOGIES, INC., a  
Delaware corporation

By: Lary L. Evans

Lary L. Evans, President and CEO

## ASSIGNEE:

LIBRA NETWORKS, INC., a  
Washington corporation

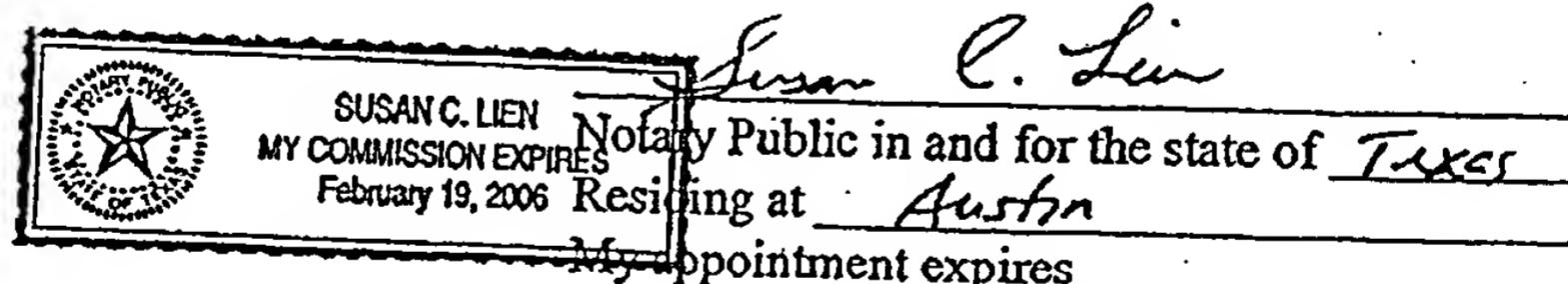
By: Robert C. Bateman

Robert C. Bateman, President and CEO

State of Texas )

County of Travis )

On the 17<sup>th</sup> day of May, 2002 before me, the undersigned notary public personally appeared Lary L. Evans, to me known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity as President and CEO of REBA Technologies, Inc., a Delaware corporation, and that he executed the same of his own free will for the purposes and consideration therein expressed.



(S E A L)

IN WITNESS WHEREOF, Assignor has executed this Patent Assignment on the dates provided below.

**ASSIGNOR:**

REBA TECHNOLOGIES, INC., a  
Delaware corporation

By: \_\_\_\_\_

Lary L. Evans, President and CEO

**ASSIGNEE:**

LIBRA NETWORKS, INC., a  
Washington corporation

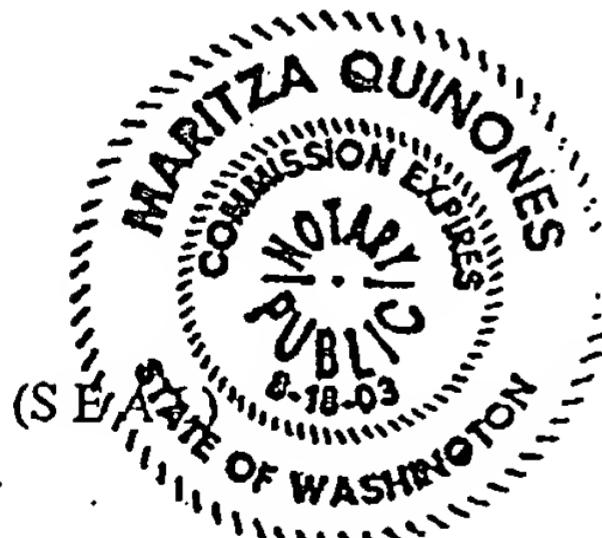
By: \_\_\_\_\_

Robert C. Bateman  
Robert C. Bateman, President and CEO

State of Washington )

County of King )

One the 20 day of May, 2003 before me, the undersigned notary public personally appeared Lary L. Evans, to me known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity as President and CEO of REBA Technologies, Inc., a Delaware corporation, and that he executed the same of his own free will for the purposes and consideration therein expressed.



Maritza Quinones  
Notary Public in and for the state of Washington  
Residing at Seattle  
My appointment expires 8/18/03

Exhibit A

Country	Title	Serial No.	Filing Date	Status
USA (29820.4)	System and Method for Communicating Between Client and Server Computing Device Applications and Enhancing Server Farm Resource Utilization	60/257,456	12/21/2000	Inactive.
USA (29820.6)	Method and System for Communicating an Information Packet Through Multiple Networks	09/873,018	06/01/2001	Pending Awaiting Office action.
USA (29820.7)	Method and System for Communicating a Request Packet in Response to a State	09/872,329	06/01/2001	Pending Awaiting Office action.
USA (29820.8)	Method and System for Communicating an Information Packet and Identifying a Data Structure	09/872,539	06/01/2001	Pending Awaiting Office action.
USA (29820.9)	Method and System for Initiating Execution of Software in Response to a State	09/873,019	06/01/2001	Pending Awaiting Office action.
USA (29820.10)	Method and System for Communicating an Information Packet Through Multiple Router Devices	09/872,376	06/01/2001	Pending Awaiting Office action.
USA (29820.11)	Method and System for Establishing a Data Structure of a Connection with a Client	09/872,372	06/01/2001	Pending Awaiting Office action.
USA (29820.12)	Method and System for Identifying a Computing Device in Response to a Request Packet	09/872,332	06/01/2001	Pending Awaiting Office action.
USA (29820.13)	Method and System for Executing Protocol Stack Instructions to Form a Packet for Causing a Computing Device to Perform an Operation	09/872,081	06/01/2001	Pending Awaiting Office action.
PCT (29820.15)	Server Farm Information Processing System and Method of Operation	PCT/US01/49285	12/18/2001	Demand for Preliminary Examination due 07/21/2002.